



## Council Communication

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TIMOTHY J. DORN, CHIEF OF POLICE (480)635-7272

**THROUGH:** MARC SKOCYPEC, ASSISTANT TOWN MANAGER (6867)

**MEETING DATE:** AUGUST 1, 2013

**SUBJECT:** MEMORANDUM OF UNDERSTANDING AMONG ARIZONA AGENCIES FOR THE 2013 JAG GRANT LOCAL SOLICITATION IN THE AMOUNT OF \$14,674.00.

**STRATEGIC INITIATIVE:** Community Livability

This item supports the strategic initiative of *Community Livability* by investing in resources needed by law enforcement personnel to continue maintaining public safety in the community.

**LEGAL REVIEW**

☒ Complete

☐ N/A

**FINANCIAL REVIEW**

☒ Complete

☐ N/A

### RECOMMENDED MOTION

A MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU), CONTRACT # 2013-3001-0356 WITH THE CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY OF TEMPE AND COUNTY OF MARICOPA, ARIZONA FOR THE APPLICATION AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) PROGRAM FY 2013 LOCAL SOLICITATION AND FOR THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.

### BACKGROUND/DISCUSSION

The Gilbert Police Department is seeking Council approval to participate in the regional application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2013 local solicitation through a

Memorandum of Understanding with other valley agencies. This grant is offered by the Department of Justice Office of Justice Programs. This MOU has been reviewed by attorney Kelly Schwab.

The County of Maricopa will be the lead applicant for the grant with other partner agencies including Gilbert. The overall funding from this grant is in the amount of \$1,222,857 with \$14,674 allocated for the Town of Gilbert. Each agency will be responsible for its own projects and provide periodic reporting to the lead agency.

The Town of Gilbert will be utilizing the 2013 JAG funds to purchase three (3) LIDAR units to be used by the Gilbert Police Department Patrol and Traffic Teams. LIDAR (light detection and ranging) has become a reliable tool for speed enforcement, especially in congested traffic conditions.

The Town will also utilize the 2013 JAG funds to purchase digital cameras and related accessories for its police patrol teams (one camera unit per police patrol team). Assigning a digital camera to each patrol team affords us the ability to collect valuable photographic evidence for cases where a detective/specialized investigator is not available or necessary (e.g., misdemeanor crimes).

The costs associated with these equipment purchases are as follows:

- 1.) PROLASER III LIDAR unit - 3 @ \$3,323.63 per unit
- 2.) Digital cameras – at least 12 @ \$200.00 per unit
- 3.) Camera Peripherals (to include cases, memory cards, batteries etc) - \$2,303.11

The police budget will provide funding if the total expenditure exceeds the awarded grant allocation allowance. There may be some minor maintenance costs for the LIDARs in the future for which funding will be allocated or requested during the formulation stage of the budget process.

This aligns with the Town's strategic initiative of Community Livability and the Technology Leadership initiative. By investing in such technology, the department will further expand its efficiency and capability to maximize technology in law enforcement activities that provide effective service to the citizens of Gilbert.

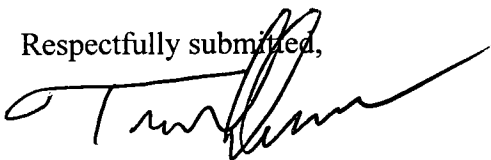
### **FINANCIAL IMPACT**

The \$14,674.00 funding received from the JAG grant through the Memorandum of Understanding covers the project cost. Future maintenance costs will vary, but are estimated to be between \$500 and \$1,500 and will be requested during the budget process under 110100.30010401.5489. Financial impact has been reviewed by Budget Analyst Mary Vinzant.

### **STAFF RECOMMENDATION**

Staff recommends a motion to approve the MOU.

Respectfully submitted,



Timothy J. Dorn  
Chief of Police

Attachments and Enclosures: Memorandum of Understanding

CONTRACT NO \_\_\_\_\_

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE,  
CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF  
SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2013 LOCAL SOLICITATION (CFDA #16.738)**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

**WHEREAS**, this MOU is made under the authority of A.R.S. §§11-201, -251:

**WHEREAS**, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

**WHEREAS**, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

**NOW THEREFORE**, the COUNTY and CITIES and TOWNS agree as follows:

**Section 1**

COUNTY agrees to receive \$1,287,217 from the JAG award for the Maricopa County JAG Program.  
COUNTY agrees to pay City of Avondale a total of \$24,702 of JAG funds.  
COUNTY agrees to pay City of Chandler a total of \$51,115 of JAG funds.  
COUNTY agrees to pay Town of Gilbert a total of \$14,674 of JAG funds.  
COUNTY agrees to pay City of Glendale a total of \$86,334 of JAG funds.  
COUNTY agrees to pay City of Goodyear a total of \$7,948 of JAG funds.  
COUNTY agrees to pay City of Mesa a total of \$127,177 of JAG funds.  
COUNTY agrees to pay City of Peoria a total of \$19,566 of JAG funds.  
COUNTY agrees to pay City of Phoenix a total of \$632,462 of JAG funds.  
COUNTY agrees to pay City of Scottsdale a total of \$28,126 of JAG funds.  
COUNTY agrees to pay City of Tempe a total of \$59,798 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

**Section 2**

COUNTY agrees to use \$235,315 for the JAG Program until September 30, 2016.

**Section 3**

1. **Term.** This Agreement shall be in effect for the term of the FY2013 JAG grant, being October 1, 2012 through September 30, 2016, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant: Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
2. **Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
  - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
  - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
  - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
  - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
  - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
4. **DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
5. **NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

**6. NOTICES.** Notices provided under this Agreement shall be directed to the following persons:

<p>The <b><u>COUNTY:</u></b></p> <p>Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642</p>	<p>The CITY of <b><u>AVONDALE</u></b></p> <p>Name: Kimberly Martinez</p> <p>Address: 11465 West Civic Center Drive</p> <p>Address:</p> <p>Address:</p> <p>City/St/Zip: Avondale AZ 85323</p> <p>Phone: 623-333-1000</p> <p>Fax: 623-333-0100</p>
<p>The CITY of <b><u>CHANDLER</u></b></p> <p>Name: Judy Mandt</p> <p>Address: Chandler Police Department</p> <p>Address: Mail Stop 303</p> <p>Address: PO Box 4008</p> <p>City/St/Zip: Chandler AZ 85244-4008</p> <p>Phone: 480-782-4085</p> <p>Fax: 480-782-4086</p>	<p>The TOWN of <b><u>GILBERT</u></b></p> <p>Name: Joseph Go</p> <p>Address: 75 E. Civic Center Dr</p> <p>Address:</p> <p>Address:</p> <p>City/St/Zip: Gilbert AZ 85296</p> <p>Phone: 480-635-7060</p> <p>Fax: 480-497-4943</p>
<p>The CITY of <b><u>GLENDALE</u></b></p> <p>Name: Kristy Baker</p> <p>Address: 6835 N. 57<sup>th</sup> Drive</p> <p>Address:</p> <p>Address:</p> <p>City/St/Zip: Glendale AZ 85301</p> <p>Phone: 623-930-3212</p> <p>Fax: 623-847-1399</p>	<p>The CITY of <b><u>GOODYEAR</u></b></p> <p>Name: Christine McMurdy</p> <p>Address: City Manager's Office</p> <p>Address: 190 North Litchfield Road</p> <p>Address:</p> <p>City/St/Zip: Goodyear AZ 85338</p> <p>Phone: 623-882-7806</p> <p>Fax: 623-882-7077</p>
<p>The CITY of <b><u>MESA</u></b></p> <p>Name: Bill Kalaf</p> <p>Address: Mesa Police Department</p> <p>Address: P.O. Box 1466</p> <p>Address:</p> <p>City/St/Zip: Mesa AZ 85211</p> <p>Phone: 480-644-5365</p> <p>Fax: 480-644-2857</p>	<p>The CITY of <b><u>PEORIA</u></b></p> <p>Name: Teresa Corless</p> <p>Address: City of Peoria Police Department</p> <p>Address: 8351 W. Cinnabar Avenue</p> <p>Address:</p> <p>City/St/Zip: Peoria, AZ 85345</p> <p>Phone: 623-773-7035</p> <p>Fax: 623-773-7015</p>

<b>The CITY of <u>PHOENIX</u></b> Name: Gary Turner Address: Phoenix Police Department Address: 4 <sup>th</sup> Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	<b>The CITY of <u>SCOTTSDALE</u></b> Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
<b>The CITY of <u>TEMPE</u></b> Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5 <sup>th</sup> Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	

**Section 4**

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

**Section 5**

**CONFLICT OF INTEREST.** This MOU is subject to A.R.S. §38-511.

**Section 6**

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

**Section 7**

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

**Section 8**

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

**Section 9**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**Section 10**

**Mutual Indemnification.** Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnatee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Deputy County Attorney, Civil Svcs Div      Date</p>	<p><b>MARICOPA COUNTY</b></p> <p>By: _____ Andrew Kunasek</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: _____ Fran McCarroll, Clerk of the Board</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Avondale City Attorney      Date</p>	<p><b>CITY OF AVONDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Chandler City Attorney      Date</p>	<p><b>CITY OF CHANDLER</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Gilbert Town Attorney      Date</p>	<p><b>TOWN OF GILBERT</b></p> <p>By: _____</p> <p>Type Name: <u>John Lewis</u></p> <p>Its: <u>Mayor</u></p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Glendale City Attorney      Date</p>	<p><b>CITY OF GLENDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>



<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF GOODYEAR</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF MESA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF PEORIA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p><b>DATE:</b> _____</p>
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<b>CITY OF TEMPE</b>	
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	<b>Type Name:</b> _____
	<b>Its:</b> _____
	<b>Attest:</b> _____
	<b>DATE:</b> _____
_____	
Tempe City Attorney	Date

**CONTRACT NO \_\_\_\_\_**

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE,  
CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF  
SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

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FY 2013 LOCAL SOLICITATION (CFDA #16.738)**

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  - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
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**6. NOTICES.** Notices provided under this Agreement shall be directed to the following persons:

<p><b>The <u>COUNTY</u>:</b></p> <p>Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642</p>	<p><b>The CITY of <u>AVONDALE</u></b> Name: Kimberly Martinez Address: 11465 West Civic Center Drive Address: Address: City/St/Zip: Avondale AZ 85323 Phone: 623-333-1000 Fax: 623-333-0100</p>
<p><b>The CITY of <u>CHANDLER</u></b> Name: Judy Mandt Address: Chandler Police Department Address: Mail Stop 303 Address: PO Box 4008 City/St/Zip: Chandler AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4086</p>	<p><b>The TOWN of <u>GILBERT</u></b> Name: Joseph Go Address: 75 E. Civic Center Dr Address: Address: City/St/Zip: Gilbert AZ 85296 Phone: 480-635-7060 Fax: 480-497-4943</p>
<p><b>The CITY of <u>GLENDALE</u></b> Name: Kristy Baker Address: 6835 N. 57<sup>th</sup> Drive Address: Address: City/St/Zip: Glendale AZ 85301 Phone: 623-930-3212 Fax: 623-847-1399</p>	<p><b>The CITY of <u>GOODYEAR</u></b> Name: Christine McMurdy Address: City Manager's Office Address: 190 North Litchfield Road Address: City/St/Zip: Goodyear AZ 85338 Phone: 623-882-7806 Fax: 623-882-7077</p>
<p><b>The CITY of <u>MESA</u></b> Name: Bill Kalaf Address: Mesa Police Department Address: P.O. Box 1466 Address: City/St/Zip: Mesa AZ 85211 Phone: 480-644-5365 Fax: 480-644-2857</p>	<p><b>The CITY of <u>PEORIA</u></b> Name: Teresa Corless Address: City of Peoria Police Department Address: 8351 W. Cinnabar Avenue Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7035 Fax: 623-773-7015</p>

<b>The CITY of <u>PHOENIX</u></b> Name: Gary Turner Address: Phoenix Police Department Address: 4 <sup>th</sup> Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	<b>The CITY of <u>SCOTTSDALE</u></b> Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
<b>The CITY of <u>TEMPE</u></b> Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5 <sup>th</sup> Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	

**Section 4**

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

**Section 5**

**CONFLICT OF INTEREST.** This MOU is subject to A.R.S. §38-511.

**Section 6**

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This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

**Section 8**

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

**Section 9**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**Section 10**

**Mutual Indemnification.** Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnatee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Deputy County Attorney, Civil Svcs Div      Date</p>	<p><b>MARICOPA COUNTY</b></p> <p>By: _____ Andrew Kunasek</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: _____ Fran McCarroll, Clerk of the Board</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Avondale City Attorney      Date</p>	<p><b>CITY OF AVONDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Chandler City Attorney      Date</p>	<p><b>CITY OF CHANDLER</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Gilbert Town Attorney      Date</p>	<p><b>TOWN OF GILBERT</b></p> <p>By: _____</p> <p>Type Name: <u>John Lewis</u></p> <p>Its: <u>Mayor</u></p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Glendale City Attorney      Date</p>	<p><b>CITY OF GLENDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>



<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney _____ Date _____</p>	<p><b>CITY OF GOODYEAR</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney _____ Date _____</p>	<p><b>CITY OF MESA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney _____ Date _____</p>	<p><b>CITY OF PEORIA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Phoenix City Attorney _____ Date _____</p>	<p><b>CITY OF PHOENIX</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Scottsdale City Attorney _____ Date _____</p>	<p><b>CITY OF SCOTTSDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

<b>CITY OF TEMPE</b>	
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Tempe City Attorney</p>	<b>By:</b> _____
	<b>Type Name:</b> _____
	<b>Its:</b> _____
	<b>Attest:</b> _____
	<b>DATE:</b> _____
	<p>_____</p> <p>Date</p>

CONTRACT NO \_\_\_\_\_

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE,  
CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF  
SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2013 LOCAL SOLICITATION (CFDA #16.738)**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

**WHEREAS**, this MOU is made under the authority of A.R.S. §§11-201, -251:

**WHEREAS**, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

**WHEREAS**, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

**NOW THEREFORE**, the COUNTY and CITIES and TOWNS agree as follows:

**Section 1**

COUNTY agrees to receive \$1,287,217 from the JAG award for the Maricopa County JAG Program.  
COUNTY agrees to pay City of Avondale a total of \$24,702 of JAG funds.  
COUNTY agrees to pay City of Chandler a total of \$51,115 of JAG funds.  
COUNTY agrees to pay Town of Gilbert a total of \$14,674 of JAG funds.  
COUNTY agrees to pay City of Glendale a total of \$86,334 of JAG funds.  
COUNTY agrees to pay City of Goodyear a total of \$7,948 of JAG funds.  
COUNTY agrees to pay City of Mesa a total of \$127,177 of JAG funds.  
COUNTY agrees to pay City of Peoria a total of \$19,566 of JAG funds.  
COUNTY agrees to pay City of Phoenix a total of \$632,462 of JAG funds.  
COUNTY agrees to pay City of Scottsdale a total of \$28,126 of JAG funds.  
COUNTY agrees to pay City of Tempe a total of \$59,798 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

**Section 2**

COUNTY agrees to use \$235,315 for the JAG Program until September 30, 2016.

**Section 3**

1. **Term.** This Agreement shall be in effect for the term of the FY2013 JAG grant, being October 1, 2012 through September 30, 2016, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
2. **Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
  - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
  - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
  - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
  - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
  - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
4. **DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
5. **NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

**6. NOTICES.** Notices provided under this Agreement shall be directed to the following persons:

<p>The <b><u>COUNTY:</u></b></p> <p>Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642</p>	<p>The CITY of <b><u>AVONDALE</u></b></p> <p>Name: Kimberly Martinez</p> <p>Address: 11465 West Civic Center Drive</p> <p>Address:</p> <p>Address:</p> <p>City/St/Zip: Avondale AZ 85323</p> <p>Phone: 623-333-1000</p> <p>Fax: 623-333-0100</p>
<p>The CITY of <b><u>CHANDLER</u></b></p> <p>Name: Judy Mandt</p> <p>Address: Chandler Police Department</p> <p>Address: Mail Stop 303</p> <p>Address: PO Box 4008</p> <p>City/St/Zip: Chandler AZ 85244-4008</p> <p>Phone: 480-782-4085</p> <p>Fax: 480-782-4086</p>	<p>The TOWN of <b><u>GILBERT</u></b></p> <p>Name: Joseph Go</p> <p>Address: 75 E. Civic Center Dr</p> <p>Address:</p> <p>Address:</p> <p>City/St/Zip: Gilbert AZ 85296</p> <p>Phone: 480-635-7060</p> <p>Fax: 480-497-4943</p>
<p>The CITY of <b><u>GLENDALE</u></b></p> <p>Name: Kristy Baker</p> <p>Address: 6835 N. 57<sup>th</sup> Drive</p> <p>Address:</p> <p>Address:</p> <p>City/St/Zip: Glendale AZ 85301</p> <p>Phone: 623-930-3212</p> <p>Fax: 623-847-1399</p>	<p>The CITY of <b><u>GOODYEAR</u></b></p> <p>Name: Christine McMurdy</p> <p>Address: City Manager's Office</p> <p>Address: 190 North Litchfield Road</p> <p>Address:</p> <p>City/St/Zip: Goodyear AZ 85338</p> <p>Phone: 623-882-7806</p> <p>Fax: 623-882-7077</p>
<p>The CITY of <b><u>MESA</u></b></p> <p>Name: Bill Kalaf</p> <p>Address: Mesa Police Department</p> <p>Address: P.O. Box 1466</p> <p>Address:</p> <p>City/St/Zip: Mesa AZ 85211</p> <p>Phone: 480-644-5365</p> <p>Fax: 480-644-2857</p>	<p>The CITY of <b><u>PEORIA</u></b></p> <p>Name: Teresa Corless</p> <p>Address: City of Peoria Police Department</p> <p>Address: 8351 W. Cinnabar Avenue</p> <p>Address:</p> <p>City/St/Zip: Peoria, AZ 85345</p> <p>Phone: 623-773-7035</p> <p>Fax: 623-773-7015</p>

<b>The CITY of <u>PHOENIX</u></b> <b>Name: Gary Turner</b> <b>Address: Phoenix Police Department</b> <b>Address: 4<sup>th</sup> Floor, Suite 422</b> <b>Address: 620 W. Washington St</b> <b>City/St/Zip: Phoenix AZ 85003</b> <b>Phone: 602-534-3622</b> <b>Fax: 602-534-1613</b>	<b>The CITY of <u>SCOTTSDALE</u></b> <b>Name: Melissa Miller</b> <b>Address: Scottsdale PD Headquarters</b> <b>Address: 8401 E. Indian School Rd.</b> <b>Address:</b> <b>City/St/Zip: Scottsdale AZ 85251</b> <b>Phone: 480-312-1979</b> <b>Fax: 480-312-7891</b>
<b>The CITY of <u>TEMPE</u></b> <b>Name: Miyoung Kim</b> <b>Address: C/O Tempe Police Department - OMBR</b> <b>Address: 120 E. 5<sup>th</sup> Street</b> <b>Address:</b> <b>City/St/Zip: Tempe AZ 85281</b> <b>Phone: 480-350-8358</b> <b>Fax:</b>	

**Section 4**

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

**Section 5**

**CONFLICT OF INTEREST.** This MOU is subject to A.R.S. §38-511.

**Section 6**

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

**Section 7**

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

**Section 8**

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

**Section 9**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**Section 10**

**Mutual Indemnification.** Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnatee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Deputy County Attorney, Civil Svcs Div      Date</p>	<p><b>MARICOPA COUNTY</b></p> <p>By: _____           Andrew Kunasek</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: _____           Fran McCarroll, Clerk of the Board</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Avondale City Attorney      Date</p>	<p><b>CITY OF AVONDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Chandler City Attorney      Date</p>	<p><b>CITY OF CHANDLER</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Gilbert Town Attorney      Date</p>	<p><b>TOWN OF GILBERT</b></p> <p>By: _____</p> <p>Type Name: <u>John Lewis</u></p> <p>Its: <u>Mayor</u></p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Glendale City Attorney      Date</p>	<p><b>CITY OF GLENDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>



<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF GOODYEAR</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF MESA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF PEORIA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Phoenix City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF PHOENIX</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Scottsdale City Attorney <span style="float: right;">Date</span></p>	<p><b>CITY OF SCOTTSDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

<b>CITY OF TEMPE</b>	
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	<b>By:</b> _____
	<b>Type Name:</b> _____
	<b>Its:</b> _____
	<b>Attest:</b> _____
_____	<b>DATE:</b> _____
Tempe City Attorney	Date